

March 6, 2007

Los Angeles County Board of Supervisors

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Chief Deputy Director

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The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS TO PROVIDENCE HEALTH SYSTEM -SOUTHERN CALIFORNIA

(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 4 to County Agreement No. H-300135 and Amendment No. 1 to County Agreement No. H-207649 with Providence Health System-Southern California, d.b.a. Little Company of Mary Hospital for Hospital Bioterrorism Preparedness services and Paramedic Base Hospital services, substantially similar to Exhibits I and II, respectively, to assign and delegate all rights and responsibilities to Providence Health System-Southern California effective November 1, 2005.
- 2. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 4 to County Agreement No. H-300164 with Providence Health Systems-Southern California, d.b.a. Little Company of Mary-San Pedro Hospital for Hospital Bioterrorism Preparedness services, substantially similar to Exhibit III, to assign and delegate all rights and responsibilities to Providence Health System-Southern California effective November 1, 2005.

PURPOSE OF THE RECOMMENDED ACTIONS/JUSTIFICATION:

Board approval of the recommended actions will authorize the assignment and delegation of the rights and responsibilities of Little Company of Mary Hospital and San Pedro Peninsula Hospital d.b.a. Little Company of Mary-San Pedro Hospital to Providence Health System-Southern California for the continued provision of Bioterrorism Preparedness and Paramedic Base Hospital services.

The Bioterrorism Preparedness service agreements provide for the development, implementation, and evaluation of a hospital terrorism preparedness program at each participating hospital and the Paramedic Base Hospital services agreement

The Honorable Board of Supervisors March 6, 2007 Page 2

provides for verbal medical instructions to paramedics in the field over a radio or commercial telephone by a physician and mobile intensive care nurses at the designated base hospital.

FISCAL IMPACT/FINANCING:

There is no net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 18, 2002, the Board approved a Paramedic Base Hospital Agreement with designated base hospitals for the continued provision of emergency care. Little Company of Mary is one of the designated base hospitals. The agreement with Little Company of Mary became effective on July 1, 2002 with provisions for yearly renewals through June 30, 2007.

On January 21, 2003, the Board approved the first Hospital Bioterrorism Preparedness Expanded Agreements through March 31, 2004 with Little Company of Mary (County Agreement No. H-300135) and San Pedro Peninsula Hospital d.b.a. Little Company of Mary-San Pedro Hospital (H-300164) with funding provided through a grant award from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA).

On January 18, 2005, the Board approved acceptance of a Notice of Grant Award (Year 3) from HRSA and delegated authority to the Director of Health Services to accept future Notices of Grant Awards retroactive to August 31, 2004 and to select providers, negotiate, and execute agreements through March 30, 2007.

On November 1, 2005, Little Company of Mary Hospital, a California non-profit corporation and San Pedro Peninsula Hospital d.b.a. Little Company of Mary-San Pedro Hospital, merged with Providence Health System-Southern California, a non-profit religious corporation.

Attachment A provides additional information.

County Counsel has approved Exhibits I, II and III as to use and form.

CONTRACTING PROCESS:

Not applicable. Assignment and Delegation Agreements are between the contractual parties and as such, are not advertised on the L.A. County Online Countywide Website as a contract/business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will allow for hospital bioterrorism preparedness and emergency medical care through base hospital services to continue without interruption.

The Honorable Board of Supervisors March 6, 2007 Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Bruce A. Chernof, M.D.

Director and Chief Medical Officer

BAC:gh EMS D&A BL.GH. vpd

Attachments (4)

c: Chief Administrative Officer County Counsel Executive Officer, Board of Supervisors

H-207649 (Paramedic Base Hospital Agreement)

H-300164 (Bioterrorism Agreement)

SUMMARY OF AGREEMENT AMENDMENTS

1. TYPE OF SERVICES:

Emergency medical instructions via radio or commercial telephone to paramedics in the field and development, implementation and evaluation of hospitals within Los Angeles County to respond to terrorism and other public health issues.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

New Name Agreement Nos.

Providence Health System-Southern California H-300135 (Bioterrorism Agreement)

d.b.a Little Company of Mary Hospital

4101 Torrance Boulevard Torrance, California 90503

Attention: Michael Hunn, Administrator

Telephone: (310) 543-5868

New Name

Providence Health System-Southern California d.b.a. Little Company of Mary-San Pedro Hospital

1300 West 7th Street

San Pedro, California 90732

Attention: Nancy Carlson, Administrator

Telephone: (310) 514-5233

3. TERM OF AGREEMENTS:

H-300135: January 21, 2003 through March 31, 2007

H-207649: July 1, 2002 through June 30, 2007

H-300164 January 21, 2003 through March 31, 2007

4. FINANCIAL INFORMATION:

There is no net County cost associated with this Board action.

5. GEOGRAPHIC AREA SERVED:

Countywide.

6. ACCOUNTABLE FOR PROGRAM MONITORING:

The County's local Emergency Medical Services (EMS) Agency.

7. APPROVALS:

Local EMS Agency: Carol Meyer, Director Contracts and Grants: Cara O'Neill, Chief

County Counsel (approval as to use): Edward A. Morrissey, Deputy County Counsel

Contract No. <u>H-300135-4</u>

AMENDMENT NO. 4

ASSIGNMENT AND DELEGATION AGREEMENT

NATIONAL BIOTERRORISM PREPAREDNESS PROGRAM EXPANDED AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

	THIS ASSIGNMENT AND DELEC	GATION AGREEMENT is made and entered
into	this day of	, 2007,
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	LITTLE COMPANY OF MARY HOSPITAL (hereafter "Hospital")
	and	PROVIDENCE HEALTH SYSTEM-SOUTHERN CALIFORNIA d.b.a. LITTLE COMPANY OF MARY HOSPITAL (hereafter "PHS-SC")

WHEREAS, on April 1, 2005, County and Hospital, entered into a NATIONAL BIOTERRORISM PREPAREDNESS PROGRAM EXPANDED AGREEMENT (HEALTH RESOURCES AND SERVICE ADMINISTRATION FUNDS), herein further identified as County Agreement No. H-300135, and any amendments thereto, (all hereafter "Agreement"); and

WHEREAS, it is the desire of Hospital to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Agreement to PHS-SC; and PHS-SC desires to assume such rights, duties, obligations, responsibilities and interest, under said Agreement; and

WHEREAS, Hospital and PHS-SC have requested County to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities and interest, under said Agreement; and

WHEREAS, under the terms of Agreement, such assignment and delegation of Agreement, must be in writing and must be approved by County.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. All rights, duties, obligations, responsibilities, and interests, under said Agreement, shall be assigned and delegated by Hospital to PHS-SC, effective as of November 1, 2005.
- 2. PHS-SC agrees to assume and receive from Hospital all rights, duties, obligations, responsibilities, and interests, in said Agreement.
- 3. PHS-SC agrees to abide by all terms and conditions of said Agreement for hospital and medical care services between Hospital and County.
- 4. Hospital and PHS-SC shall indemnify, defend, and save harmless County, its officers, employees, and agents, from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever in connection with any dispute between Hospital and PHS-SC regarding payment of monies for hospital and medical care to either Hospital or PHS-SC pursuant to this Assignment and Delegation Agreement.
- 5. County consents to the assignment and delegation of the rights, duties, obligations, responsibilities and interests, of

Hospital as described in said Agreement to PHS-SC pursuant to this Assignment and Delegation Agreement.

6. This Assignment and Delegation Agreement shall constitute the complete understanding between County, Hospital and PHS-SC, as it relates to the subject matter of this Assignment and Delegation Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Assignment and Delegation Agreement to be subscribed by it Director of Health Services, and Hospital

and PHS-SC, each have caused this Delegation Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

	BY
	Bruce A. Chernof
	Director and Chief Medical Officer
	LITTLE COMPANY OF MARY HOSPITAL
	Contractor-Assignor/Delegatee
	Ву
	Print Name
APPROVED AS TO FORM	Title
BY THE OFFICE OF THE COUNTY COUNSEL RAYMOND G. FORTNER, JR. COUNTY COUNSEL BY	(AFFIX CORPORATE SEAL HERE)
	PROVIDENCE HEALTH SYSTEM-SOUTHERN CALIFORNIA
	Contractor-Assignee/Delegatee
APPROVED AS TO CONTRACT ADMINISTRATION:	BY
Department of Health Services	
Department of Hearth Services	Print Name
BY	
Cara O'Neill, Chief Contracts and Grants Divisi	
-h 04/05/06	

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Contract No. H-207649

AMENDMENT NO. 1

ASSIGNMENT AND DELEGATION AGREEMENT

PARAMEDIC BASE HOSPITAL AGREEMENT

	THIS ASSIGNMENT A	AND DELEGAT	ION AGREEMENT is made and entered
into	this	day of	, 2007 ,
• .	by and between		COUNTY OF LOS ANGELES (hereafter "County"),
	and	*.	LITTLE COMPANY OF MARY HOSPITAL (hereafter"HOSPITAL"),
	and		PROVIDENCE HEALTH SYSTEM- SOUTHERN CALIFORNIA d.b.a. LITTLE COMPANY OF MARY HOSPITAL (hereafter "PHS-SC")

WHEREAS, on June 18, 2002, County and Hospital entered into a PARAMEDIC BASE HOSPITAL AGREEMENT, herein further identified as County Agreement No. H-207649 (hereafter "Agreement"); and

WHEREAS, it is the desire of Hospital to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Agreement to PHS-SC; and PHS-SC desires to assume such rights, duties, obligations, responsibilities and interest, under said Agreement; and

WHEREAS, Hospital and PHS-SC have requested County to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities and interest, under said Agreement, and

WHEREAS, under the terms of Agreement, such assignment and delegation of Agreement, must be in writing and must be approved by County.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. All rights, duties, obligations, responsibilities, and interests, under said Agreement, shall be assigned and delegated by Hospital to PHS-SC, effective as of November 1, 2005.
- 2. PHS-SC agrees to assume and receive from Hospital all rights, duties, obligations, responsibilities, and interests, in said Agreement.
- 3. PHS-SC agrees to abide by all terms and conditions of said Agreement for paramedic base hospital services between Hospital and County.
- 4. Hospital and PHS-SC shall indemnify, defend, and save harmless County, its officers, employees, and agents, from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever in connection with any dispute between Hospital and PHS-SC regarding payment of monies for base hospital fees to County pursuant to this Assignment and Delegation Agreement.
- 5. County consents to the assignment and deletion of the rights, duties, obligations, responsibilities and interest, of Hospital as described in said Agreement to PHS-SC pursuant to this Assignment and Delegation Agreement.

6. This Assignment and Delegation Agreement shall constitute the complete understanding between County, Hospital and PHS-SC, as it relates to the subject matter of this Assignment and Delegation Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Assignment and Delegation Agreement to be subscribed by it Director of Health Services,

and Hospital and PHS-SC, each have caused this Delegation Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

	ByBruce A. Chernof, M.D.,		
	Director and Chief Medical Officer		
	Director and three Medical Officer		
	LITTLE COMPANY OF MARY HOSPITAL		
	Contractor-Assignor/Delagator		
e e	Ву		
	Print Name		
APPROVED AS TO FORM	Title		
BY THE OFFICE OF THE	(AFFIX CORPORATE SEAL)		
COUNTY COUNSEL			
RAYMOND G. FORTNER, Jr. COUNTY COUNSEL			
COONII COONSEL			
	PROVIDENCE HEALTH SYSTEM-		
	SOUTHERN CALIFORNIA Contractor-Assignee/Delegatee		
	Signature		
	bighadale		
APPROVED AS TO CONTRACT			
ADMINISTRATION:	Print Name		
Department of Health Services			
	(AFFIX CORPORATE SEAL)		
BY	· -		
Cara O'Neill, Chief			
Contracts and Grants Division	on		

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Contract No. H-300164

AMENDMENT NO. 4

ASSIGNMENT AND DELEGATION AGREEMENT

HOSPITAL BIOTERRORISM PREPAREDNESS PROGRAM EXPANDED AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

	THIS ASSIGNMENT AND DELEC	SATION AGREEMENT is made and entered
into	this day of	, 2007,
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	SAN PEDRO PENINSULA HOSPITAL d.b.a. LITTLE COMPANY OF MARY - SAN PEDRO HOSPITAL (hereafter "Hospital")
	and	PROVIDENCE HEALTH SYSTEM-SOUTHERN CALIFORNIA d.b.a. LITTLE COMPANY OF MARY - SAN PEDRO HOSPITAL (hereafter "PHS-SC")

WHEREAS, on April 1, 2005, County and Hospital, entered into a HOSPITAL BIOTERRORISM PREPAREDNESS PROGRAM EXPANDED AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS), herein further identified as County Agreement No. H-300164, and any amendments thereto, (all hereafter "Agreement"); and

WHEREAS, it is the desire of Hospital to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Agreement to PHS-SC; and PHS-SC desires to assume such rights, duties, obligations, responsibilities and interest, under said Agreement; and

WHEREAS, Hospital and PHS-SC have requested County to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities and interest, under said Agreement; and

WHEREAS, under the terms of Agreement, such assignment and delegation of Agreement, must be in writing and must be approved by County.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. All rights, duties, obligations, responsibilities, and interests, under said Agreement, shall be assigned and delegated by Hospital to PHS-SC, effective as of November 1, 2005.
- 2. PHS-SC agrees to assume and receive from Hospital all rights, duties, obligations, responsibilities, and interests, in said Agreement.
- 3. PHS-SC agrees to abide by all terms and conditions of said Agreement for hospital and medical care services between Hospital and County.
- 4. Hospital and PHS-SC shall indemnify, defend, and save harmless County, its officers, employees, and agents, from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever in connection with any dispute between Hospital and PHS-SC regarding payment of monies for Hospital Bioterrorism Preparedness Program activities to either Hospital or PHS-SC pursuant to this Assignment and Delegation Agreement.

- 5. County consents to the assignment and delegation of the rights, duties, obligations, responsibilities and interests, of Hospital as described in said Agreement to PHS-SC pursuant to this Assignment and Delegation Agreement.
- 6. This Assignment and Delegation Agreement shall constitute the complete understanding between County, Hospital and PHS-SC, as it relates to the subject matter of this Assignment and Delegation Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Assignment and Delegation Agreement to be subscribed by it Director of Health Services, and Hospital

and PHS-SC, each have caused this Delegation Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

	BY	
		Bruce A. Chernof Director and Chief Medical Officer
		SAN PEDRO PENINSULA HOSPITAL d.b.a. LITTLE COMPANY OF MARY - SAN PEDRO HOSPITAL
		Contractor - Assignor
	Ву	:
		Signature
		Print Name
APPROVED AS TO FORM	Tit	le
BY THE OFFICE OF THE COUNTY COUNSEL RAYMOND G. FORTNER, JR. COUNTY COUNSEL		(AFFIX CORPORATE SEAL HERE)
Ву		
		OVIDENCE HEALTH SYSTEM - THERN CALIFORNIA
••		Contractor - Designee
APPROVED AS TO CONTRACT	Ву	
ADMINISTRATION:	_	Signature
Department of Health Services		
DV		Print Name
Cara O'Neill, Chief	ጥ፥+	ا د
		(AFFIX CORPORATE SEAL HERE)

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